

Terms of use for the digital insurance platform “myEGK” of EGK-Gesundheitskasse

1 General

1.1 Introduction

EGK-Gesundheitskasse (referred to below as ‘EGK’ or ‘we’) comprises the *Stiftung EGK-Gesundheitskasse* foundation and its affiliated joint-stock companies: *EGK Grundversicherungen AG* (provider of mandatory healthcare insurance under the Federal Health Insurance Act), *EGK Privatversicherungen AG* (provider of supplementary insurance under the Federal Act on Insurance Policies) and *EGK Services AG*.

These terms of use deploy gender-neutral language, with ‘they’ used to refer to both sexes.

EGK offers various digital applications and online services on the digital insurance platform (referred to below as myEGK or myEGK services) to those it insures. EGK may extend, restrict or discontinue the scope of myEGK at any time.

The following terms of use for myEGK govern the relationship between EGK and the customer when using online services. In what follows, “customer” is taken to mean insured persons or their legal representatives (parents, holders of power of attorney, guardians, authorities, etc.).

EGK attaches great importance to protecting the privacy of its customers and complies with the relevant provisions of data protection law. Increased care is therefore appropriate with myEGK. Special precautions are required, especially in families with several adults. EGK takes suitable measures in such situations to meet data protection requirements.

1.2 Agreement, consent

By consenting to these terms of use and/or registering for a myEGK service, the customer acknowledges the current terms of use provided or electronically transmitted. This does not apply to any documents which for legal or technical reasons have to be sent by post.

1.3 Online documents

Premium and benefit statements, policies and the cost summary for the tax confirmation will be available online only (in pdf format) within one month of registration. The customer may cancel registration and have documents sent by post again at any time.

1.4 Terminating the myEGK service

Termination of use of myEGK or individual myEGK services may be given by the customer at any time, either online or in writing. EGK will block the desired service within one month and send documents by post again.

1.5 Uploading documents

The customer may send documents to EGK for processing in encrypted form using the upload function. EGK reserves the right to reject documents that are of poor quality, incomplete or in an unworkable format, or for other reasons. All documents are stored securely in the central EGK archive of the customer and remain stored for the statutory retention periods.

1.6 Amendments to the terms of use

EGK expressly reserves the right to amend these terms of use at any time. Amendments will be notified to registered customers electronically or in any other appropriate manner. Rejection of the terms of use will result in EGK blocking access to the myEGK.

2 Access to the myEGK

2.1 Access authorisation

All clients resident in Switzerland who have their own actively used email address may generally access the myEGK.

2.2 Restrictions

For some myEGK services the following conditions also apply:

- An active basic or supplementary insurance policy with EGK that has not been terminated
- myEGK services will be discontinued automatically six months after the policy ends
- Thereafter, any remaining pending transactions will be processed by post

2.3 Registration and identification

Anyone who has duly registered for a myEGK service is deemed authorised by EGK to use the application in question and can use the services offered on the platform.

To access the myEGK services and associated services, the customer must register using all the means of personal identification required by EGK for the myEGK service in question (e.g. user name, PIN/password, security code, etc.). Registration will be confirmed by EGK. Written registration may be required for some myEGK services.

3 Customer's duties of care

EGK draws the customer's attention in particular to the following duties of care when using myEGK services:

- The customer must ensure that all access details are kept secret and protected against misuse by unauthorised persons. In particular, PIN codes and/or passwords must be changed as soon as they are received and may not be written down, passed on or stored unencrypted on the end device. PIN codes and/or passwords must not be easily identifiable (telephone number, date of birth, car number plate, simple sequences of figures, etc.).
- The customer is responsible for security precautions on his end device (e.g. updates) and for updating the necessary security settings.
- EGK myEGK services may not be used for third parties (subject to the use of myEGK services under a legal right of representation).
- myEGK services may only be used as contractually agreed and for the purposes intended.
- Intellectual property rights and other ownership rights may not be breached.

The customer bears all risks arising from breach of the above or any other generally applicable duties of care.

4 Instructions and notifications

EGK is entitled to carry out instructions issued to it over myEGK or to follow up notifications, provided registration has been properly carried out in accordance with clause 2.3.

5 Security advice and blocking

5.1. Security advice

myEGK services are accessed over the internet. Despite state-of-the-art security precautions, EGK cannot guarantee absolute security. The customer's end device is part of the system but beyond EKG's control, and so can become a weak spot in the system.

EGK draws the customer's attention to the following risks in particular when using myEGK services:

- Poor familiarity with the system and insufficient security precautions on the end device can make unauthorised access easier. Security precautions (e.g. updates) and up-to-date security settings can reduce this risk.
- It cannot be ruled out that the network operator (e.g. the Internet, WLAN or SMS provider) will create a user profile and so be able to track who the customer contacted and when.
- There is a latent risk that a third party could obtain access to the customer's end device unnoticed while myEGK services are being used.
- There is a risk that viruses and the like could spread on the end device when using a network (e.g. Internet, SMS, WLAN) when the end device contacts the network. Suitable security software available on the market can support the customer's security precautions.
- Although the individual packets of data are transmitted encrypted, sender and recipient details remain unencrypted. Data is transmitted over an open network that is accessible to anyone (e.g. the Internet, WLAN). It may therefore be possible to trace a relationship between the customer and EGK. Data can therefore also be sent across borders.
- When using the login with Face-ID and / or Touch-ID, security responsibility lies with the device manufacturer or operating system manufacturer as well as the product manufacturer (Face-ID, Touch-ID). These identification functions are out of the area of control from EGK. Using these functions the customer carries all risks, EGK cannot take the liability and responsibility if the biometric data (fingerprint and / or image material) are used improperly or for other purposes than intended.

EGK disclaims any liability for failure to follow the security advice, especially for knowingly failing to take reasonable security precautions.

5.1 Blocking

Should EGK detect security risks, it reserves the right to temporarily block access to myEGK services in the interests of the customer and to protect EGK.

In the event of suspected misuse of myEGK services (e.g. an incorrect password is entered multiple times) EGK reserves the right to temporarily block access to myEGK services. Access may also be blocked at the express request of the customer. Pursuant to clause 2.2, myEGK services are always automatically blocked six months after a policy ends.

myEGK services may occasionally be blocked or disrupted due to maintenance work. This shall not give rise to entitlement to compensation or any other claims.

6 Data protection and use of data

EGK complies with the Swiss Data Protection Act when handling personal data. In particular, EGK does not pass personal data to third parties without authorisation. EGK protects personal data entrusted to it against unauthorised processing as provided by law by taking up-to-date and appropriate technical and organisational measures.

For detailed information on data protection in online applications, please see the privacy policy <https://www.egk.ch/en/privacy-policy> for the online services of EKG-Gesundheitskasse.

7 Intellectual property

All intellectual property rights to the contents of myEGK services remain with the owners of the respective rights. Forwarding, reproducing, changing or publishing some or all of the contents of myEGK services without the prior consent of EGK is prohibited.

8 Warranty and liability

8.1 Operations

EGK endeavours to ensure that the myEGK services operate properly, but cannot guarantee the availability of services at all times and without fault.

EGK reserves the right to limit, change or discontinue the provision of online services without stating reasons. EGK shall not be liable for any loss or damage the customer may incur as a result.

8.2 Liability waiver

To the extent permitted by law, EGK rejects all liability for any direct or indirect loss or damage incurred by the customer in connection with the use of myEGK services. This specifically covers loss or damage due to the use of information, transmission errors, technical failures, interruptions, disruption or unlawful actions by third parties.

EGK shall also not be liable if myEGK services are occasionally interrupted, wholly or partially restricted or rendered impossible due to force majeure or where third parties are culpable. The following in particular are deemed to constitute force majeure: malware (e.g. virus attacks), natural phenomena of particular intensity (earthquakes, avalanches, floods, landslides, etc.), acts of war, rebellion, unforeseeable official restrictions, etc.

9 Fees

Access to myEGK services is essentially free of charge. However, EGK reserves the right to introduce fees for myEGK services or change existing fees. In such cases the customer will be provided with new terms of use in accordance with clause 1.4 for acceptance.

10 Applicable law and jurisdiction

All legal relationships between the customer and EGK are governed by Swiss law.

The sole place of jurisdiction for all legal proceedings is the registered office of EGK in Laufen in the Canton of Basel-Landschaft, except where mandatory Swiss law or the contractually agreed terms of insurance stipulate otherwise.

11 Concluding provisions

In the event that individual provisions of these terms of use prove to be or become invalid, this shall be without prejudice to the validity of the other provisions.

All side agreements or agreements between the customer and EGK must be made in writing. The place of performance is the headquarters of EGK in Laufen in the Canton of Basel-Landschaft.

Laufen, August 15, 2019, Version 1.1